

SAMPLE TELECOMMUTING WORK AGREEMENT

The following constitutes an agreement on the terms and conditions of telecommuting between:

Agency

Date

Employee

Date

1. Employee agrees to participate in telecommuting and to adhere to applicable guidelines and policies. ____ YES ____ NO
2. Agency concurs with employee participation and agrees to adhere to applicable guidelines and policies. ____ YES ____ NO
3. Employee agrees to participate in telecommuting for an initial period not to exceed one year, beginning _____ and ending _____.

NOTE: This agreement may be extended beyond the initial one year period, if agreeable to the agency and to the employee. In such case, the terms of this agreement should be reviewed and updated as necessary.

4. A copy of the Telecommuting Policy has been given to the employee. ____ YES ____ NO

WORK LOCATION/SCHEDULE

1. Employee's central workplace is: _____
2. Employee's alternate work location is at: _____

Describe in detail the designated work area at the alternate work location. _____

3. At the central workplace, employee's work hours will normally be from _____ to _____, on the following days: _____.
4. At the alternate work location, employee's work hours will normally be from _____ to _____, on the following days: _____.
5. Employee's time and attendance will be recorded the same as performing official duties at the central workplace.
6. Supervisors will maintain a copy of telecommuter's work schedule, and employee's time and attendance will be recorded the same as if performing official duties at the central workplace.

WORK STANDARDS/PERFORMANCE

Employee's Initials: _____

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1. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. Supervisor will evaluate employee's job performance according to the employee's performance plan (on PP&E form).
4. Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or agency-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the telecommuting agreement, and/or appropriate disciplinary action.

COMPENSATION/BENEFITS

1. All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work at the central workplace.
2. Employee who works overtime that has been requested by his/her supervisor and approved in advance will be compensated in accordance with applicable law and state policy.
3. Employee understands that supervisor will not accept the results of unapproved overtime work. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting and/or appropriate action.
4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

EQUIPMENT/EXPENSES

1. Employee who borrows agency equipment agrees to protect such equipment in accordance with agency guidelines. State-owned equipment will be serviced and maintained by the agency.
2. If employee provides own equipment, he/she is responsible for servicing and maintaining it.
3. Neither the agency nor the state will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using state equipment in the employee's residence.
4. Neither the agency nor the state will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.

SAFETY

1. Employee is covered by the appropriate provisions of the Commonwealth's Workers' Compensation Program or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while performing official duties at the central workplace or alternate

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work location.

2. Employee agrees to certify that the work location is safe and free from hazards.
3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location.
4. Supervisor will investigate all accident and injury reports immediately following notification.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect agency or state records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the state law and the Department of Personnel and Training's Policies and Procedures Manual.

INITIATION AND TERMINATION OF AGREEMENT

1. Employee agrees to adhere to applicable guidelines and policies.
2. Agency concurs with employee participation and agrees to adhere to applicable policies and procedures.
3. Employee may terminate participation in telecommuting at any time unless it was a condition of employment. Two weeks notice to the agency is recommended.
4. Agency may terminate employee's participation in telecommuting at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks notice to the employee is recommended when feasible.

Employee's Initials: _____

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State-owned or leased equipment has been issued to the employee and has been documented by the agency.

	Issued	Date	Documented	Date
computer				
modem				
fax machine				
telephone				
desk				
chair				
file cabinet				
other				

Supervisor

Date

Employee

Date

Agency Head (or designee)

Date

Employee's Initials: _____